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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 2006-0052
Revision No.: 1
Date Of Last Revision: 03/22/2006

State: New Jersey

Area: New Jersey County of Atlantic

Employed on FAA contract for Custodial/Janitorial services in the above locality.

Collective Bargaining Agreement between V-Tech Services, Inc. and Teamsters Local 331 International Brotherhood of Teamsters, AFL-CIO effective February 1, 2006 through August 31, 2010.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

**COLLECTIVE BARGINING AGREEMENT
EMPLOYMENT CONTRACT**

between

V-TECH Services, Inc

and

**Teamsters Local 331
International Brotherhood
of Teamsters, AFL-CIO**

EFFECTIVE: February 1, 2006 – August 31, 2010

ARTICLE I - PARTIES, PURPOSE, CONSIDERATION

(1) This agreement is entered into by and between V-TECH Services, Inc., hereinafter referred to as the "Company" or the "Employer" and Teamsters Local 331 affiliated with the International Brotherhood of Teamsters, AFL-CIO hereinafter referred to as the "Union." It is recognized and agreed that it is in the mutual interests of the Union and the Company to promote and further the efficiency and economy of operations, to provide and further the orderly collective bargaining relations between the Company and the Union and method for the prompt and equitable disposition of grievances, and a method for establishing fair wages, hours, and working conditions for the employees covered hereunder.

(2) This Agreement will be recognized by both parties and the employees whereas each party will cooperate fully with each other, both individually and collectively.

ARTICLE 2 - UNION RECOGNITION

(1) The Company recognizes the Union as the collective bargaining representative for the janitors employed in the performance of the Employer's Contract, performing custodial cleaning services at the W.J. Hughes FAA Technical Center, Atlantic City, New Jersey. Excluded from the collective bargaining unit are managers, supervisors, secretaries, payroll clerks, and other confidential employees as defined in the National Labor Relations Act, as amended, and all other employees of the Employer.

(2) Whenever the words "employee" or "employees" are used in this Agreement, they designate only employees covered by this Agreement. Whenever within this Agreement, employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

ARTICLE 3 - UNION SECURITY

(1) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall, on the thirtieth (30th) day following the date of signing this Agreement or its effective date, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date of signing or its effective date, whichever is later, shall, on the thirtieth (30th) day following such date, become and remain members in good standing in the Union.

(2) The failure of any employee to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership as available to such employees on the same terms and conditions generally available to other members, to forthwith discharge such employee. Further, the failure of an employee to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such employee.

(3) In the event of any changes in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum union security which may be lawfully permissible.

(4) No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under the applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met. If any provision of this Article is invalid under the law of any state wherein this agreement is executed, such provision shall be deemed modified to comply with the requirements of state law.

(5) The Company agrees that when a full time vacancy becomes available it will contact the Union's office via facsimile and request the Union provide qualified candidates for consideration to fill the vacancy. The Company will consider candidates provided within the three (3) business day period from the date printed on the facsimile. If the Union does not supply the needed personnel, the Employer may obtain applicants from any sources to fill the vacancy. The Union will accommodate any hiring requirements imposed on the Employer by federal or state laws and regulations.

(6) The Company will furnish the Union with the names and addresses of newly hired employees upon the employee successfully completing a 30-day probation period.

ARTICLE 4 - CHECK OFF

(1) **Dues and Initiation Fee:** It is understood and agreed between the Employer and the Union that the Employer will deduct any back unpaid Union dues and initiation fees owed the Union (provided such indebtedness for dues or initiation fees were incurred during employment with the Employer) as well as current monthly dues and initiation fees, from the paycheck of all employees who have signed proper legal authorization for such deductions and who are covered by the agreement, on the second (2nd) payday of the month preceding the current month for which union dues and initiation fees are due the Union. The Employer further agrees to remit to the Secretary-Treasurer of the Union, immediately after the checkoff payday, all Union dues and initiation fees so deducted from the paychecks of employees covered by this Agreement. The Union will provide the employer with an annual statement of all funds received from the Employer.

(2) **Pay Periods:** All employees shall be paid on Friday of each week.

(3) **Teamsters Local No. 331 Political Action and Social Fund:** Upon receipt of written authorization for deductions from wages, the Employer agrees to deduct from the wages of employees their contribution to the Teamsters Union Local 331 Political Action and Social Fund. The Employer will make deductions on a weekly basis as provided in the authorization, and will forward the amounts deducted to the Teamster's Union Local 331 Political Action and Social Fund, P.O. Box 1073, Pleasantville, NJ 08232, on a monthly basis. No such authorization shall be recognized, and no deduction shall be made, if in violation of state or federal law. The Union will provide the employer with an annual statement of all funds received from the Employer.

ARTICLE 5 – UNION REPRESENTATION AND RELATIONS

(1) Authorized agents of the Union shall have access the Employer's establishment during working hours (to the extent the Employer is permitted to allow access) for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. Such visits will be coordinated with the Project Manager prior to the visit. The Union agrees these visits will not result in any disruption of the workforce. All visits are subject to Government regulations and procedures.

(2) Upon two (2) working days written notice to the Employer, the Union Business Agent or his representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of fringe benefits of any member's pay that is in dispute.

(3) The Union shall have the right to post Union notices on designated bulletin boards used for general informational purposes and/or those normally used to post notices to employees.

(4) The number and need for stewards shall be determined by the Union, and the Union will notify the Company of the appointments thereof.

(5) The parties recognize that there may be brief periods of time when Union Business may be conducted by stewards during the normal working shift. In such instances the Company will permit a steward to confer with Bargaining Unit employees, Company Management and/or the Union's representative/designee, without the need to punch out, subject to the following limitations:

(A) Such discussions will not result in any perceptible disruption of the quality and efficiency of contract services delivered to the Government.

(B) In no case will such meeting or conference be permitted to interfere with or delay any employee's (including the Union steward's) performance of assigned duties.

(C) If such meeting or conference involves the steward leaving his/her assigned work areas, he/she must advise his/her supervisor.

(D) If such meeting or conference arranged by the steward involves the attendance of more than one Bargaining Unit employee, such meeting/conference will not be held without prior permission of the Company's Project Manager or his/her designee, which permission shall not be withheld unreasonably.

(E) In no circumstances shall the steward be entitled to any pay for time spent on Union business that occurs outside the steward's scheduled working hours.

(F) In no circumstances will the steward be entitled to pay for time spent away from the immediate physical location at which the Government contract is to be performed (e.g., as a witness or observer at an arbitration hearing).

(6) An accredited representative of the Union may meet with the Project Manager or his designee at any time that is mutually agreeable for the purpose of discussing any matter concerning the administration of this Agreement. Under no circumstances will the presence of the Union representative stop or unduly interfere with the work of any employee without permission of the Company's Project Manager.

(7) Under no circumstances may any employee discuss company related business or work site activity, or lodge a complaint about work related issues with the Client. Client relations are solely the responsibility of the Company.

(8) The Employer shall have the authority to impose proper discipline, including discharge, in the event the shop steward or any other employee has initiated a strike, slowdown, or work stoppage in violation of this Agreement.

ARTICLE 6 – DISCHARGE OR SUSPENSION

- (1) An employee may be disciplined and/or discharged for cause.**
- (2) An employee may be discharged without warning for the following violations:**
 - (A) Dishonesty or deception in any form, such as falsification of documents, fraud, and misuse of time clock.**
 - (B) Intoxication and/or being under the influence of drugs during working hours.**
 - (C) Use, possession, and/or distribution of alcohol, drugs or any illegal substance during working hours and/or on FAA Technical Center property.**
 - (D) Unauthorized possession of firearms or explosives at the FAA Technical Center.**
 - (E) Sexual or other unlawful harassment.**
 - (F) Theft or willful destruction of property.**
 - (G) Working for and/or providing information to a competitive company.**
 - (H) Other violations which require the employer to remove the employee from the property immediately.**
- (3) The Employer shall not discharge or suspend any employee without pay, unless prior notice has been given to the Union Business Agent, except where the provisions of this Agreement call for immediate discharge. The Employer's representative will provide notice via facsimile to the Union within twenty-four (24) hours of any action. Such notice will be delivered during working hours Monday to Friday. If there is no response from a Union representative within the twenty-four (24) hour period of notice, the Employer will take appropriate action, which will be subject to appeal through the grievance procedure. Before a discharge or suspension, the Employer must first have given at least one (1) written warning notice to the employee, with a copy to the Union and Shop Steward.**
- (4) Disciplinary Written Warnings shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice. Any employee may request that the Union investigate their discharge, suspension, or warning notice. Should such investigation reveal that discipline was unjust, the employee will be reinstated and the warning notice withdrawn.**
- (5) Upon discharge or quitting, the Employer shall pay all money due to the employee on the payday of the Employer following such discharge or quitting.**

(6) The Employer may draft uniform rules and regulations with respect to disciplinary action provided they do not conflict with any provision of this Agreement. A copy of all rules and regulations will be sent to the Union. If the Union believes a rule conflicts with this Agreement, the Union may discuss this with the Company, and ultimately, take the rule through the grievance procedure set forth in this Agreement.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

(1) For the purpose of this Agreement, the term "grievance" means a dispute between the Employer and the Union or between the Union and the Employer where one or more of the issues concerns violation of the provisions of this Agreement. Grievances will be resolved in accordance with the following grievance procedure:

Step 1. The Union steward may raise any grievance or dispute with the Employer's representative and attempt to reach a satisfactory solution.

Step 2. If the dispute is not resolved in the first step, it shall be reduced to writing by the employee outlining the specific nature of the grievance. The grievance in this form must be submitted to the Employer and Union representative within seven (7) working days from the date of the act giving rise to the grievance. The Employer will make its response known within five (5) working days of the date the grievance was submitted in writing.

Step 3. If the dispute is not resolved in the second step, the Union representative shall promptly meet with the Employer's representative in an effort to resolve the dispute. If the grievance is not satisfactorily resolved within a reasonable time, not to exceed ten (10) working days after such meeting between the Employer and Union, the Union or the Employer may, in its discretion, submit the matter to arbitration as outlined in Section 2 of this Article.

(2) Any grievance not resolved satisfactorily by operation of the complete grievance procedure outlined in Section 1 of this Article may be submitted to final and binding arbitration.

(3) If the parties should fail to agree upon a neutral arbitrator within five (5) working days after a party has notified the other of an intent to arbitrate, they shall request the Federal Mediation and Conciliation Service provide a list of five (5) arbitrators from which they will select the arbitrator by alternately striking one (1) name from the list, the first strike being made by the party requesting arbitration. The arbitrator whose name remains on the list after four (4) names have been struck shall be designated as the arbitrator.

(4) It shall be the function of the arbitrator to make a decision in the case presented for resolution only. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms and/or provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the employees.

(5) The fees and expenses of the arbitrator, as well as expenses incurred, if any, relative to a meeting place for the arbitration hearing shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them. Failure to abide by the time limitations set in this Article will render the grievance waived and abandoned, and shall excuse the non-grieving party from any obligation to submit the grievance to arbitration pursuant to this Article. Each hearing shall take place in the Atlantic City area.

(6) The requirements of this Article shall apply only to the grievances arising during the life of this Agreement, and shall not apply to any grievance arising before the adoption or after the expiration of this Agreement.

(7) Time limits outlined in this Article may be relaxed upon mutual agreement between the parties. Agreement to relax time limits will not be unreasonably withheld by either party.

ARTICLE 8 – SENIORITY

- (1) For all employees employed at the FAA Technical Center prior to V-Tech taking over the contract will have seniority as of that date. Seniority shall be defined as the employee's length of continuous service with the Employer at W.J. Hughes FAA Technical Center, Atlantic City, New Jersey. Seniority shall be the determining factor in vacant shift assignments, lay-offs, and recalls. It is understood, however, that the Employer may in cases of promotions also consider an employee's efficiency, capability, and past performance, provided that when these factors are equal, seniority shall prevail.
- (2) Seniority shall revert back to the original hire date after completing the probation period. No employee shall acquire any seniority rights until he has been continuously employed by the Employer for a period of ninety (90) calendar days.
- (3) A break in seniority shall occur in the following events:

 - (A) If an employee quits.
 - (B) If an employee is discharged for cause.
 - (C) If an employee takes an unauthorized leave of absence.
 - (D) If an employee is laid off for more than twelve (12) months.
- (4) The Employer shall supply the Union with an up-to-date seniority list, which shall be reviewed every six (6) months.
- (5) Every new employee shall be on probation for a period of ninety (90) days and, during this probationary period, an employee may be dismissed for any reason. Any employee so dismissed during the first thirty (30) days shall not have a right to invoke the grievance and arbitration procedure of this Agreement. Any employee so dismissed between the thirty-first (31st) day and the ninetieth (90th) day shall have the right to invoke the grievance procedure, but not the arbitration procedure of the Agreement.
- (6) Employees are hired as full-time or part-time employees. A full-time employee regularly works forty (40) hours in a workweek. A regular part-time employee shall be subject to the terms of this Agreement provided said employee regularly works at least twenty-four (24) hours per week. An employee who works less than twenty (24) hours per week shall not be covered by, or subject to, this Agreement.
- (7) When the Employer determines a vacancy exists, a notice of the vacancy shall be posted for a period of three (3) workdays in the normal posting locations. Only those employees in the Bargaining Unit who possess the qualifications shall be considered for the position.
- (8) The application of all candidates will be reviewed with full regard given to each candidate's skill, ability, and seniority. In making selection for the vacancy within the Bargaining Unit, the Employer will select the most suited employee for the vacant position.

(9) Individuals who are promoted to a job that requires a security clearance may be removed from that job if a security clearance is not granted within 120 days. This time will be extended where the delay in obtaining security clearance is not due to the employee's acts or omission.

(10) Shop Stewards shall be the last to be laid-off and the first to be recalled.

ARTICLE 9 -- LEAVE

(1) **Family and Medical Leave:** Employees must request Family and Medical Leave at least thirty (30) days in advance when the leave is foreseeable. Request for Family and Medical Leave may be made by submitting a written request, or completing a Leave of Absence Form provided by the Employer.

(A) Employees shall have the right to request a leave of absence for the following reasons:

- Care for the employee's child after birth; placement of an adopted child; or placement of a foster child in care of an employee;
- Care of an employee's spouse, son, daughter, or parent who is seriously ill or injured; or
- A serious health condition that prevents the employee from performing their normal duties.

(B) A completed "Medical Certification Form" must be completed, if required from the Employer, by the attending physician and attached to the "Leave Request Form. The completed forms should be returned to the Company Main Office Human Resources Department. Only employees who meet the Eligibility Requirements for the Family and Medical Leave Act will be approved for Family and Medical Leave. Eligibility Requirements are: Employee must have been employed by the Employer for twelve (12) consecutive months, and must have worked 1250 hours during that twelve (12) month period.

(C) Family and Medical Leave may not exceed twelve (12) weeks in any calendar year.

(D) Family and Medical Leave is unpaid, however, the employee has the option to take any paid leave due prior to commencing unpaid leave. Leave may be taken intermittently as required and documented by medical certification.

(E) The following will apply to employees approved for Family and Medical Leave:

(A) Employee will be removed from the seniority records while on leave.

(B) For the duration of such approved leaves, and for periods not to exceed a total of twelve (12) weeks in a twelve (12) month period, the Employer will maintain the employee's health care coverage under the same conditions as detailed in Article 16, and the employer will maintain life and accident insurance not to exceed a total of twelve (12) weeks in a twelve (12) month period.

(C) If the employee does not return to work following Family and Medical Leave, the employee must repay the Company the total amount of insurance premiums paid on his behalf.

(D) All other employee benefits, including any applicable retirement savings plan, will terminate while the employee is on Family and Medical Leave.

(E) Employee will cease to accrue vacation and sick leave hours.

(F) Any employee who engages in other employment while on leave shall be subject to discharge.

(G) All leave shall be for a specific designated period of time, and an employee may return to work earlier than the specified designated date for his return only with the consent of the Employer.

(2) Military Leave of Absence: The Employer and the Union agree to abide by the provisions of the Selective Service Act and the Veteran's Reemployment Act, insofar as the provisions of said Acts apply to the rights of employees and the obligations of the Employer. Employees who are members of the National Guard and Military Reserve Units shall be granted necessary time off, with pay, in order that they may fulfill their military obligations. These employees shall notify their supervisor immediately upon receiving notifications of training period, or other obligations, requiring a military leave of absence. Employees may elect to use earned vacation benefits (if eligible) during periods of military service.

(3) An employee injured on the job shall receive the rest of the day off without loss of pay when the doctor's orders the employee not to return.

(4) Workers Compensation: The Employer provides Workers Compensation coverage for employees who sustain an injury or contract a sickness arising out of or in the course of employment.

(5) Bereavement Leave: In case of death in the immediate family of the employee, he shall be allowed five (5) days leave of absence with pay at their normal rate of pay if the funeral of the deceased family member occurs out of town (beyond 50 miles), and three (3) days if the funeral occurs within 50 miles. Bereavement leave may be extended, when necessary, for out-of-city funerals; however, such extension shall be without pay. Immediate family shall be defined as parents, grandparents, brothers or sisters of the employee or spouse, and children (including stepchildren).

(6) Jury Duty: When an employee must miss work because he is required to report for or serve as a juror, he/she will receive their regular non-overtime wage, less jury duty pay, from the Company and shall not be required to return to work on the day of jury duty. Employees must furnish certificate of jury duty upon return to work.

ARTICLE 10-WAGES

(1) Employee with a seniority date prior to the effective date of this Agreement shall receive the following hourly increases added to the previous contract rates:

2/1/07	\$0.40
2/1/08	\$0.35
2/1/09	\$0.35
2/1/10	\$0.40

Employees with a seniority date on or after the effective date of this Agreement shall receive the following hourly rates:

2/1/06	\$11.00
2/1/07	\$11.25
2/1/08	\$11.50
2/1/09	\$11.75
2/1/10	\$12.00

After completing probation, such an employee will receive an hourly increase of \$.40. Thereafter those employees will receive the following hourly increases until the employee reaches the rate of the job:

2/1/07	\$.80
2/1/08	\$.70
2/1/09	\$.70
2/1/10	\$.80

The company will give the Union a Seniority list with employee's present hourly rates of pay as of 1/31/06

(2) There shall be a day shift and a night shift. The employer shall pay night shift differential of \$0.30 per hour per employee for hours worked. As below:

2/1/06	2/1/07	2/1/08	2/1/09	2/1/10
\$.30	\$.30	\$.30	\$.30	\$.30

The employer agrees to furnish necessary safety equipment.

Employees shall be paid every Friday of each week. Any payroll mistake on the employers' part will be delivered to the work site to the employee not later than the next workday.

ARTICLE 11 – SCHOLARSHIP FUND

- (1) It is agreed that effective February 1, 2006 the Employer shall begin to contribute to the Teamsters Union Local No. 331 Scholarship Fund (hereafter referred to as the "Fund") the sum of \$1.00 per week per employee who is in an active pay status.
- (2) These sums shall be remitted by the fifteenth (15th) day of each month for the preceding month to the TEAMSTERS UNION LOCAL 331 SCHOLARSHIP FUND, 117 WEST WASHINGTON AVENUE, P.O. BOX 1073, PLEASANTVILLE, NEW JERSEY 08232.
- (3) If the Employer fails to make payments to the Fund as required in the paragraph immediately above, the Employer shall be liable for and obligated to indemnify the Fund to the full extent of any benefit due or paid by the Fund, and in addition, shall be liable for all contributions accrued or unpaid.
- (4) The Trustees of the Fund shall have the right to require the Employer covered by this Agreement to make available to the Trustees, or their duly accredited representatives, all time cards, payroll records, Social Security records, Withholding tax records, and state or municipal wage and income tax records for any or all employees covered by this Agreement.
- (5) By the execution of this Agreement, the Employer agrees to execute the appropriate Trust Agreements necessary to the establishment and administration of the Fund, and also appoints and authorizes the Employer Trustees of the Fund to enter into appropriate Trust Agreements necessary for the administration of such Fund. The Employer further designates the Employer Trustees of the Fund as its representatives and trustees, and waives all notice and ratifies all actions already taken or to be taken by the Trustees of the said Fund within the scope of their authority.
- (6) The Union shall provide the Employer with an audited statement of the Fund and all disbursements on an annual basis date (TBD). Failure to provide the audited accounting within ninety (90) days of the due date of the fund activity covering the preceding period will be just cause for the Employer to cease payments to the Fund.

ARTICLE 12 – SHIFT SCHEDULING, BASIC WORK WEEK AND HOURS OF WORK

- (1) **Scheduling**: All employees shall be assigned to work in accordance with the hours of work and shifts determined by the Employer.
- (2) **Workweek**: For overtime pay purposes, the regular workweek shall begin at 0001 hours on Sunday and end at 2400 hours on Saturday. The workweek will normally be five (5) consecutive days Monday through Friday.
- (3) **Work Shifts**: Work shifts for all regular employees shall be established by the Employer. Shifts will be established by the Employer to best meet the client's needs.
- (4) **Employee Transfer**: Employees transferred from one shift to another shall receive at least one (1) week notice and the shift will begin on a Monday.
- (5) **Emergency Hours**: In the event of any natural emergency (e.g., severe weather conditions) in which the Government closes the FAA Technical Center, the employee is not to report to work and will not be paid. If the Government orders delayed reporting or early release from work due to such emergency, employees will be paid for hours actually worked, but not less than four (4) hours if the employee performs any work that day. on that day. Employees may elect to use available PTO or Vacation time off as a result of a Government-declared emergency.
- (6) **Meal Periods**: No employees shall be required to work more than four (4) hours without a meal period. Meal periods shall be one-half (1/2) hour, and shall be without pay. The Employer will provide a lunch area and an outside smoking area if such facilities are made available by the U.S. Government.
- (7) **Rest Periods**: Employees covered under this agreement will receive two (2), fifteen (15) minute rest periods during each eight (8) hour shift. Such rest periods shall be taken without loss of pay and at times and location to be determined by the Employer.
- (8) **Call Back**: Any full-time employee who is called back to work outside of his regular work hours or on his scheduled days off shall be guaranteed a minimum of four (4) hours.
- (9) **Overtime**: Overtime shall be paid at the rate of one and one-half (1½) times the straight hourly rate. Overtime shall be paid for hours worked in excess of eight (8) hours in any day or forty (40) hours per week. The Employer will attempt to distribute overtime work as equally as possible among employees.

ARTICLE 13 – HOLIDAYS

(1) Full-time employees who have completed the (90) day probationary period shall be entitled to paid holidays as listed below. Regular part-time employees will be entitled to holiday pay equaling one-fifth (1/5) of the number of hours they normally work during the workweek.

New Years Day	Labor Day
Washington's Birthday	Columbus Day
Dr. Martin Luther King Jr.'s Birthday	Thanksgiving Day
Memorial Day	
Independence Day	Christmas Day

(2) When the holiday falls on a Saturday or Sunday, the Company may designate observance of the holiday on the preceding Friday or succeeding Monday.

(3) Employees working on a holiday shall receive time and a half ($1\frac{1}{2}$) for all hours worked in addition to the holiday pay.

(4) If one of the aforementioned holidays falls within an employee's scheduled vacation, such employee shall receive one (1) additional day of paid vacation.

(5) To be eligible for holiday pay, an employee must be in pay status their last scheduled work day immediately before and their first scheduled workday immediately following each scheduled holiday subject to extenuating circumstances.

ARTICLE 14 – PAID TIME OFF

(1) Full time employees with a seniority date prior to the effective date of this Agreement will be credited on the anniversary date of the employee's hire date with the Employer in the amount of 64 hours of Paid Time Off. The yearly allotment of Paid Time Off shall be considered to be eight (8) days.

Full time employees with a seniority date on or after the effective date of this Agreement shall, after completing one full year of service, be credited with the following Paid Time Off:

After 1 Year	2 Days
After 2 Years	4 Days
After 3 Years	6 Days
After 4 Years	8 days

(2) To be eligible to use Paid Time Off, the employee must submit an Employee Request for Absence sixteen hours in advance for approval. To be eligible to use Paid Time Off for the employee's sickness or illness, the employee contact the employers Project Manager voice mail box at (609) 485-6407 two hours before the start of the shift. Abuse of sick time will not be tolerated.

(3) Unused Paid Time Off will be paid to the employee annually at the employee's anniversary date.

(4) An employee who resigns or is terminated will be paid Paid Time Off on a pro-rata basis.

(5) The employer will reasonably accommodate the desires of the employees with respect to scheduling and approving advance request for use of Paid Time Off and will notify employee of their approval/disapproval within eight (8) hours of the request

(6) Paid days covered under this section maybe taken off in four (4) hour increments

(7) It is understood that Paid Time Off hours are to be used to cover sick time, urgent personal business and such. Employees are responsible for the effective use of such time to cover absences and not suffer loss of pay. Abuse of such time resulting in leave without pay will not be tolerated; and will be subject to discipline.

(8) Regular part time employees shall accrue 2.67 hours PTO Time every month. Each year thereafter paid time off will be credited on the employee's anniversary date in the amount of 32 hours.

ARTICLE 15 – VACATION

(1) Full time employees with a seniority date prior to the effective date of this Agreement shall maintain their current vacation entitlement and shall be eligible for additional vacation upon reaching the following benchmarks based on seniority, which will apply to all full time employees.

One (1) week after one (1) year,
Two (2) weeks after two (2) years,
Three (3) weeks after eight (8) years
Four (4) weeks after fifteen (15) years.

Vacation entitlement will be capped at a maximum of four (4) weeks except that any employee currently receiving five (5) weeks will continue to receive five (5) weeks.

New employees become entitled to paid vacation on each anniversary of his hire date with the Employer, and at no other time. Vacation entitlement shall be based on seniority (see Article 8, Section 1), as follows:

(2) Vacations may be scheduled at any time during the term of the Employer's contract at FAA Technical Center. However, the Employer agrees to prepare during the month of April of each year, a vacation schedule, which will afford employees the opportunity to place on this schedule their preference of vacation dates.

(3) The granting of vacation leave shall be subject to workload requirements, and the Employer will indicate the maximum number of employees allowed on vacation simultaneously.

(4) The Employer will reasonably accommodate the requests of the employees with respect to scheduling and approval of vacations. Requests shall be honored on the basis of seniority.

(5) If a recognized holiday occurs during an employee's scheduled vacation, one (1) additional day of vacation will be granted with pay.

(6) Employees must submit vacation requests to the employee's manager at least ten (10) calendar days in advance of the scheduled vacation start day. Approval/disapproval of vacation request will be communicated to the employee within five (5) working days under normal circumstances. All vacation requests must be submitted in writing by using the "Employee Absence Request Report." Advance Vacation pay will be provided at the employee's request for vacation periods that are requested in advance in accordance with the above, provided the vacation period is for forty (40) consecutive hours or more and further provide the vacation period includes the regularly scheduled payday.

(7) Vacation may be taken in one (1) day increments. In order to be able to take one (1) day vacations the employee must submit a vacation request at least two (2) days in advance.

ARTICLE 16 – HEALTH AND WELFARE BENEFIT PROGRAM & AFLAC INSURANCE

(1) The Employer agrees to continue to provide group health insurance benefits to all eligible bargaining unit employees. Full-time employees will be eligible for coverage on the 1st day of the first full month following completion of the ninety (90) day probationary period.

(2) The Employer shall contribute the full cost of single health & dental coverage for eligible employees. The plans will continue the provisions currently in existence. The plans will continue with the provisions currently in existence. Any changes to the plan provisions will be discussed with the Union Representative prior to implementation

(3) The Employer agrees to pay all but the following sums per month of the cost of the family plan for group health and dental insurance for full time bargaining unit employees who elected such coverage provided the employee has completed the probationary period. The family plan shall be the existing medical and dental insurance.

2/1/06	\$150 per month
2/1/07	\$175 per month
2/1/08	\$200 per month

(4) The Employer agrees to provide and pay the full premium cost of a life insurance policy in the amount of twenty thousand (\$20,000.00) for all full-time bargaining unit employees who have completed the ninety (90) day probation period.

(5) If, during the term of this Contract, the National Health Act comes into existence and requires the Company to apply any portion of the health and welfare allowance in any manner inconsistent with this Article and/or incur additional expense for the purpose of providing health and welfare benefits to employees covered by this Article, then this Article shall be renegotiated upon the request of the Employer or the Union.

(6) The Employer agrees to make AFLAC supplemental insurance available and to manage this coverage through authorized employee deductions.

(7) It is agreed that effective February 1, 2006, the Employer shall begin to contribute to the Teamsters Union Local No. 331 Severance Fund (hereafter referred to as the "Fund") the sum of \$95.00 per month per full-time employee, and effective February 1, 2008 the sum of \$100.00 per month per full-time employee, and effective February 1, 2010 the sum of \$105.00 per month per full-time employee.

(A) These sums shall be remitted by the fifteenth (15th) day of each month for the preceding month to the TEAMSTERS UNION LOCAL 331 SEVERANCE FUND, 117 WEST WASHINGTON AVENUE, P.O. BOX 1073, PLEASANTVILLE, NEW JERSEY 08232.

If the Employer fails to make payments to the Fund as required in the paragraph immediately above, the Employer shall be liable for and obligated to indemnify the Fund to the full extent of any benefit due or paid by the Fund, and in addition, shall be liable for all contributions accrued or unpaid.

(B) The Trustees of the Fund shall have the right to require the Employer covered by this Agreement to make available to the Trustees, or their duly accredited representatives, all time cards, payroll records, Social Security records, Withholding tax records, and state or municipal wage and income tax records for any or all employees covered by this Agreement.

(C) By the execution of this Agreement, the Employer agrees to execute the appropriate Trust Agreements necessary to the establishment and administration of the Fund, and also appoints and authorizes the Employer Trustees of the Fund to enter into appropriate Trust Agreements necessary for the administration of such Fund. The Employer further designates the Employer Trustees of the Fund as its representatives and trustees, and waives all notice and ratifies all actions already taken or to be taken by the Trustees of the said Fund within the scope of their authority.

ARTICLE 17 – NO STRIKES - NO LOCKOUTS

- (1) The Union agrees that there shall be no strikes, work stoppages, or slow downs during the term of this Agreement.
- (2) The Employer agrees not to engage in any lockout of its employees during the term of this Agreement.
- (3) In the event an employee or group of employees commits a violation of Section 1 of this Article, the Union shall promptly notify such employee(s) in writing that such conduct is unauthorized, the employee(s) should cease such conduct and return to work immediately, and that such conduct may result in disciplinary action. The Union's failure to give such notice shall not excuse the employee from disciplinary action.
- (4) Picket Lines: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action against an employee, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind a primary picket line, including primary picket lines at the Employer's place of business. If any employee exercise their right to refuse to go through or work behind any such primary picket line, such employee shall not be permanently replaced or laid-off because of such action.

ARTICLE 18 – GOVERNMENT REQUIREMENTS

(1) The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the terms and conditions of this Agreement are subject to certain sovereign priorities which the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent institution of any changes prior to discussion with the Union where such changes are required by the United States Government.

ARTICLE 19 - HEALTH AND SAFETY

- (1) The Employer and the Union agree that they will cooperate in the enforcement of health and safety standards, in compliance with OSHA or other statutory regulations.
- (2) The Employer may require an employee at any time to undergo a physical examination and/or drug/alcohol testing, and it shall have the right to select the examining physician and/or laboratory, request the physician and/or laboratory to conduct specific tests, and to receive a written report from the physician and/or laboratory as to the findings. Such reports shall be considered and treated in a confidential manner by the Employer. The Union agrees to cooperate fully with all requirements imposed upon the Employer by statute, regulation, or contract to establish and enforce policies prohibiting the use, sale and/or possession of drugs, alcohol, and controlled substances, and the detection thereof. The total cost of such physical examinations and/or tests, exclusive of any treatment given, shall be covered by the Employer. An employee's compliance with a request for such examination and/or test constitutes a condition of employment. Therefore, refusal to submit to a medical examination and/or drug/alcohol test as required by the Employer constitutes cause for immediate dismissal.
- (3) An employee must promptly report all on-the-job injuries to his or her immediate supervisor. The Employer is required to insure that the employee has access to medical treatment for his/her on-the-job injury.
- (4) It is the policy of the Employer to maintain a drug-free work place in keeping with the spirit and intent of the Drug-Free Work Place Act of 1988. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to the facilities to safety risks, and undermines the Company's ability to operate effectively and efficiently. In this connection, the unlawful manufacture, distribution, dispensation, possession, sale, or use of controlled substances in the work place or while representing the Employer is strictly prohibited. Such conduct is also prohibited during non-working time to the extent that, in the opinion of the Employer, this behavior impairs an employee's ability to perform on the job or threatens the reputation or integrity of the Company.
- (5) As part the Company's employment procedures, an applicant may be required to undergo a pre-employment medical examination that includes alcohol and drug screenings. This examination will be performed by a licensed physician or reputable company designated by the Company. As a condition of continued employment, employees may also be required to undergo random, at times specified by the Company, alcohol, and drug screening.
- (6) To educate employees of the dangers of drug abuse, the Company has established a drug free awareness program. Periodically, employees may be required to attend training sessions at which the dangers of drug abuse and Company policy regarding drugs will be discussed. Employees convicted of controlled substance-related violations (including pleas of nolo contendere, i.e., no contest) must inform the Company within five (5) days of such conviction or plea. Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. At its discretion, the Company may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

ARTICLE 20 – SECURITY

(1) The parties recognize that all of the bargaining unit employees may be required to obtain a security clearance as a condition of initial or continued employment, and that such employees are subject to investigation for security clearance and/or unescorted entry authorization under regulations prescribed by the United States Government. If a security clearance or unescorted entry authorization is denied to any such employee, such denial shall constitute cause for dismissal. There shall be no liability on the part of the Employer for any termination growing out of the denial of clearance and/or unescorted entry authorization to an employee by the United States Government. No such termination shall be subject to appeal through the operation of the Grievance and Arbitration Procedure of this Agreement.

ARTICLE 21 – SEPARABILITY AND SAVINGS CLAUSE

(1) If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(2) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected shall enter into immediate collective bargaining negotiations, upon request, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties cannot agree on the replacement language within sixty (60) days after the beginning of the period of invalidity or restraint, either party may submit the matter to final and binding arbitration as set forth in Article 7 - Grievance Procedure.

ARTICLE 22 – SUCCESSORS AND ASSIGNS

(1) This Agreement shall be binding upon, and shall ensure to the benefit of the parties hereto, their successors and assigns. All successor contractors and subcontractors are bound by the provisions of the Service Contract Act, Section 4(c) & 4(d) of P.L. 92-473, October 9, 1972.

ARTICLE 23 – MANAGEMENT RIGHTS CLAUSE

(1) The Employer retains the sole rights, in its discretion, to manage its business. Management shall have the right to direct, control, and schedule its operations and workforce; to make all decisions affecting the business; to hire, terminate, promote, lay off, assign, classify, evaluate and transfer employees, and suspend, discharge, and discipline them for just cause; to select the number assigned to any particular work; to determine the starting and quitting times, and the number of hours per day and shifts to be worked; to establish, modify and enforce reasonable rules and regulations that are not in direct conflict with the express provisions of this Agreement; to select supervisory, managerial, and other employees excluded from the Bargaining Unit; to introduce new, improved, or different methods of operation, regardless of whether or not such may cause a reduction in the working force; to establish, change, or combine job classifications; and to determine job qualifications, subject to the terms and provisions of this Agreement.

(2) This Article shall not in any way modify any terms and provisions of this Agreement.

ARTICLE 24 – MISCELLANEOUS

- (1) Supervisors and other personnel outside the Bargaining Unit shall not regularly perform duties of Bargaining Unit employees. The parties to this Agreement recognize, however, that such activity may be necessary from time to time in cases of emergency.
 - (2) Employees who are discharged from the service of the Employer shall receive their wages and personal property in full at the next regular payday. Employees who quit the services of the Employer without reason or proper notice will receive their wages at the next regular payday, but may receive their personal property upon quitting. No employee who is discharged or resigns will receive a wage until they have returned all FAA and Company property.
 - (3) The Union agrees to encourage all employees in the Bargaining Unit to adhere to and follow rules and regulations as outlined in this Agreement.
 - (4) The Employer shall furnish work uniforms, including gloves, tools and other safety equipment to each employee as required and shall maintain the same without charge.
 - (5) Subject to existing law, the Employer shall, when in need of employees, first apply in writing or by telephone to the Union for referrals and the Union shall supply the necessary personnel satisfactory to the Company if available. The Employer shall have the right to hire new employees from any source.
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ARTICLE 25 – ENTIRE AGREEMENT

(1) This Agreement supersedes all prior agreements, commitments, and practices, whether oral or written, between the Employer and the Union, and between the Employer and any of the covered employees, and expresses and includes all obligations and restrictions imposed upon the Employer and the Union.

(2) The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement, which constitutes the entire agreement of the parties and concludes collective bargaining for its term.

(3) If any Article or Section of this Agreement or of any supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.


ARTICLE 26 – EFFECTIVE DATE AND DURATION

(1) This Agreement entered in to this 1st day of February, 2006, shall be binding upon the parties hereto, their successors, administrators, executors and assigns, and shall remain in full force and effect until August 31, 2010, and shall continue in effect from year to year thereafter, unless written notice is given by the Union or the Employer no more than one hundred and eighty (180) nor less than ninety (90) days prior to expiration of its desire to modify, amend or terminate this agreement. The Union and the Employer will strive to negotiate a new Agreement by May 31st of the expiration year of this Agreement.


IN THE WITNESS WHEREOF, the parties have signed their names or affixed the signature of their authorized representatives this ____ day of February, 2006.

Teamsters Local 331 International
Brotherhood of Teamsters AFL-CIO

V-TECH Services, Inc.
FAA Technical Center
Atlantic City, New Jersey




President



Thanh H. Nguyen, President & CEO
V-TECH Services, Inc.



Business Agent



Steve B. Long, COO
V-TECH Services, Inc.

Shop Steward

Shop Steward

Shop Steward